

- b. ALLSCRIPTS MISYS, LLC may be served at its registered agent, National Registered Agents, Inc, at 1999 Bryan Street, Ste. 900, Dallas, TX 75201.
- c. The Texas Secretary of State's records show that this entity changed its name on February 23, 2011 to ALLSCRIPTS HEALTHCARE, LLC.

3. Defendant **ALLSCRIPTS HEATHCARE, LLC:**

- a. ALLSCRIPTS HEATHCARE, LLC is registered with the Texas Secretary of State as a Foreign LLC at 8529 Six Forks Road, Raleigh, NC, 27615.
- b. ALLSCRIPTS HEALTHCARE, LLC may be served at its registered agent, Nat'l Registered Agents, Inc, at 1999 Bryan Str., Ste. 900, Dallas, TX 75201.
- c. Filings held by the Texas Secretary of State show this entity was known as MEDIC COMPUTER SYSTEMS, LLC (Nov. 10, 2000 to Mar. 18, 2002); MISYS PHYSICIAN SYSTEMS, LLC (until Jan. 30, 2006); MISYS HEALTHCARE SYSTEMS, LLC (until March 18, 2010); and ALLSCRIPTSMISYS, LLC (until Feb. 23, 2011).
- d. Filings held by the North Carolina Secretary of State for ALLSCRIPTS HEALTHCARE, LLC show a merger on May 29, 2009. Those same records show that ALLSCRIPTS HEALTHCARE, LLC was previously known as: MEDIC MERGER, LLC (from May 25, 2000); MEDIC COMPUTER SYSTEMS, LLC (merged into MEDIC MERGER, LLC on May 31, 2000); MISYS PHYSICIAN SYSTEMS, LLC (from Jan. 24, 2002 to Jan. 1, 2006); MISYS HEALTHCARE SYSTEMS, LLC (from Jan. 1, 2006 to Sept. 14, 2010); and ALLSCRIPTSMISYS, LLC (name change from Sept 14, 2010 to Dec. 31, 2012, when it became ALLSCRIPTS HEALTHCARE, LLC).

4. Defendant **ALLSCRIPTS, LLC**

- a. ALLSCRIPTS, LLC is registered with the Texas Secretary of State as a Foreign LLC at 1614 Sidney Baker Street, Kerrville, TX 78028-2640.

- b. ALLSCRIPTS, LLC may be served at its registered agent, Nat'l Registered Agents, Inc., 350 N. St. Paul Str., Ste. 2900 Dallas, TX 75201-4234.
 - c. ALLSCRIPTS, LLC's application for registration, filed May 22, 2007, gives its principal address as 222 Merchandise Mart Pl. 202, Chicago, IL 60654.
 - d. A May 23, 2007 filing by ALLSCRIPTS, LLC with the Texas Secretary of State shows ALLSCRIPTS HEALTHCARE SOLUTIONS, INC. is a "Governing Person" managing ALLSCRIPTS, the address for which is given as 222 Merchandise Mart Place, Suite 2024, Chicago, IL 60654.
5. Defendant **ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.**
- a. ALLSCRIPTS HEALTHCARE SOLUTIONS, INC. is a DE Corporation located at Corp. Trust Center 1209 Orange St, Wilmington, DE 19801, and registered in Illinois as a foreign corporation at 222 Merchandise Mart Pl., Ste. 2024, Chicago, IL 60654.
 - b. Records filed by ALLSCRIPTS HEALTHCARE SOLUTIONS, INC. with the Illinois Secretary of State states that its registered agent is CT Corp. System, located at 208 So. LaSalle St, Ste. 814, Chicago, Ill 60604.

II. JURISDICTION AND VENUE

6. Federal-Question Jurisdiction - This Court has exclusive subject matter jurisdiction over this action pursuant to the Federal Debt Collection Practices Act, 15 U.S.C. § 1692e(2).
7. Diversity-of-Citizenship Jurisdiction - The plaintiff is a citizen of Texas. The defendants are corporations or limited liability companies incorporated or formed under the laws of North Carolina with its principal place of business in North Carolina. The amount in controversy, without interest and costs, exceeds the sum or value specified by 28 U.S.C. § 1332.
8. This Court has personal jurisdiction over defendants because they conduct business within the Northern District of Texas.

9. Venue is proper in the Northern District of Texas. 28 U.S.C. §§ 1391(b)(2) & 1391(c).

III. FACTS

A. Allscripts Entity History

10. Defendant ALLSCRIPTS HEALTHCARE SOLUTIONS, INC ("ALLSCRIPTS") is a publicly-traded American company founded in 1986 that provides physician practices, hospitals, and other healthcare providers with practice management and electronic health record technology, including electronic prescribing, care management, and revenue cycle software. ALLSCRIPTS is headquartered in Chicago, Illinois, with key operations also located in Raleigh, North Carolina, and Atlanta, Georgia.

11. In 2008, ALLSCRIPTS was merged with the healthcare systems operations of rival Misys, which was founded in 1979, becoming known as ALLSCRIPTS-MISYS, LLC. The organization has continued to grow by merger and acquisition since that time, and became known as ALLSCRIPTS HEALTHCARE, LLC in Texas in 2011.

12. Because of the growth of ALLSCRIPTS and its history of mergers and acquisitions, the entity has become known by innumerable names, including the named defendants in this case.

B. Case-Specific Facts

13. About August 30, 2010, plaintiff and defendant ALLSCRIPTS MISYS, LLC (also known and written as "AllscriptsMisys, LLC") formed an agreement in which ALLSCRIPTS MISYS, LLC, would lease computer equipment and software to plaintiff for a 60 months.

14. The contract's first paragraph states:

This MASTER AGREEMENT ("Agreement") is made this 30th day of August, 2010 ("Effective Date"), between Allscripts Misys, LLC, a wholly-owned subsidiary of Allscripts-Misys Healthcare Solutions, Inc., d/b/a Allscripts, having offices at 8529 Six Forks Road, Raleigh, North Carolina 27615 ("Allscripts") and A. Ray Lewis, D.O., P.A. Located at 4732 E. Lancaster Ave. Fort Worth, Texas 76103 ("Client").

15. The North Carolina Secretary of State has no record of any entity named precisely

"Allscripts-Misys Healthcare Solutions, Inc," but does have several other "Allscript"-related names that are very close and use the 8529 Six Forks Road address. On August 30, 2010, the records indicate that the name of the entity at that address was AllscriptsMisys, LLC. It is therefore assumed that the correct entity name was AllscriptsMisys, LLC, and the unknown name is another business name that the Allscripts-related companies used that was not properly recorded in state records.

16. The Agreement described a contract in which ALLSCRIPTS MISYS, LLC leased computer equipment and software to Dr. Lewis for a term of 60 months. The contract required Dr. Lewis to pay a monthly fee of \$725.00 each month, miscellaneous other fees, and \$200 each month for a hosting agreement with Healthcare Data Solutions.

17. ALLSCRIPTS MISYS, LLC employed US Bank to handle the financing of the contract; US Bank and Dr. Lewis formed an agreement in which Dr. Lewis agreed to pay US Bank.

18. ALLSCRIPTS MISYS, LLC never delivered a working system to Dr. Lewis that functioned satisfactorily, though Dr. Lewis tried to work with ALLSCRIPTS MISYS, LLC to find a solution.

19. Dr. Lewis demanded that the agreement be terminated multiple times, finally demanding that the agreement be terminated on April 26, 2011 for lack of performance.

20. ALLSCRIPTS MISYS, LLC and US Bank both asserted the position that the lease was not cancellable, irrespective of their own conduct. Throughout these proceedings, both ALLSCRIPTS MISYS, LLC and US Bank asserted that Dr. Lewis was responsible to pay the lease, irrespective of any performance criteria, based on a clause in the contract (paragraph 10.5 of the Master Contract).

21. In order to mitigate damages, Dr. Lewis paid US Bank \$25,173.26 to end all disputes with Dr. Lewis, and likewise settled with required vendor, Healthcare Data Solutions, for \$1000.

22. ALLSCRIPTS MISYS, LLC never delivered a working system to plaintiff that functioned satisfactorily, though Dr. Lewis informed ALLSCRIPTS MISYS, LLC of the difficulties and tried to work with ALLSCRIPTS MISYS, LLC to find a solution.

23. Individual agents working with Dr. Lewis concerning the Agreement used "Allscripts, LLC" in their signature block, leading any reasonable person to assume that all of the agents of the various Allscript-named entities are all the same entity.

24. In June 2012, plaintiff sued ALLSCRIPTS MISYS, LLC, in the Northern District of Texas for breach of contract and associated claims in a case styled *A. Ray Lewis DO, PLLC v. Allscripts Misys, LLC*, given cause Number 4:12-cv-00354-A (the "Lawsuit").

25. The Honorable John McBryde signed a Final Judgment in the Lawsuit on October 24, 2012, which awarded to plaintiff the sum of \$127,348.78, with costs and interest.

26. During multiple post-judgment discussions with representatives of ALLSCRIPTS HEALTHCARE, LLC ("ALLSCRIPTS"), ALLSCRIPTS has denied that it is responsible for the debt, arguing that it is not "ALLSCRIPTS MISYS, LLC", though records in the Texas Secretary of State clearly show that ALLSCRIPTS MISYS, LLC changed its name on February 23, 2011 to ALLSCRIPTS HEALTHCARE, LLC.

27. In investigating the claim made by ALLSCRIPTS that it is not "ALLSCRIPTS MISYS, LLC", plaintiff has discovered a number of slightly different names that are used throughout the nation, but all of them can be traced to ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.

28. Plaintiffs incorporate the allegations contained in the statements both above and below throughout this petition.

IV. CLAIM for BREACH OF CONTRACT

29. Plaintiff would further show that the actions and omissions of defendants described herein above constitute breach of contract which proximately caused the direct and consequential

damages of Plaintiff described herein below and for which Plaintiff hereby sues.

30. In June 2012, plaintiff sued ALLSCRIPTS MISYS, LLC, in the Northern District of Texas for breach of contract and associated claims in a case styled *A. Ray Lewis DO, PLLC v. Allscripts Misys, LLC*, given cause Number 4:12-cv-00354-A (the "Lawsuit"). Plaintiff herein incorporates by reference the entirety of the documents constituting the Lawsuit, including the facts stated and claims alleged, and the resulting Final Judgment signed by the Honorable John McBryde on October 24, 2012, which awarded \$127,348.78 to plaintiff, with costs and interest.

31. The award was made by the court against ALLSCRIPTS MISYS, LLC because ALLSCRIPTS MISYS, LLC was the entity with which plaintiff contracted on August 30, 2010.

32. ALLSCRIPTS MISYS, LLC changed its name on February 23, 2011 to ALLSCRIPTS HEALTHCARE, LLC. As defendant changed its name from ALLSCRIPTS MISYS, LLC to ALLSCRIPTS HEALTHCARE, LLC, the claims and award made in the Lawsuit are equally valid against ALLSCRIPTS HEALTHCARE, LLC pursuant to the doctrine of *res judicata*.

33. Request for Attorney Fees - Defendant ALLSCRIPTS HEALTHCARE, LLC is liable to plaintiff for the above-referenced award made against ALLSCRIPTS MISYS, LLC, plus additional costs and attorney fees for this suit.

V. CLAIM for DECEPTIVE TRADE PRACTICES UNDER 15 U.S.C. § 1692e

34. Defendant engaged in false, misleading and deceptive acts, practices and omissions actionable under the Federal Debt Collection Practices Act, 15 U.S.C. § 1692e(2) when it falsely represented the character and legal status of plaintiff's debt, and falsely represented the services rendered and compensation which defendant could lawfully receive, in part by saying that plaintiff had no defenses to the debt because US Bank was collecting payment.

35. Defendant engaged in false, misleading and deceptive acts, practices and omissions actionable under the federal Debt Collection Practices Act, 15 U.S.C. § 1692f, by

unconscionably asserted that plaintiff had no remedy against nonperformance of defendant with respect to the agreement that they formed.

VI. CLAIM for DECLARATORY JUDGMENT UNDER 28 USCS § 2201

36. Defendant ALLSCRIPTS HEALTHCARE, LLC has stated that it is not liable for debts owed by ALLSCRIPTS MISYS, LLC, though it is clearly the same organization.

37. Plaintiff seeks a declaration that all of the named defendants are liable for the Lawsuit's Final Judgment, eliminating the questioned legal relationship between the parties.

VII. CONDITIONS PRECEDENT

38. All conditions precedent to Plaintiffs' claims for relief have been performed or occurred.

VIII. PRAYER

WHEREFORE, PREMISES CONSIDERED, plaintiffs pray that defendants be cited to appear and answer herein, and that on final trial hereof, the Court award damages and declaratory judgment be granted as requested herein and plaintiffs be awarded costs and reasonable and necessary attorney's fees due to the contract nature of the claims, and for such other and further relief that may be awarded at law or in equity.

Respectfully submitted,

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